

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM390184

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Valeant Pharmaceuticals North America LLC		05/18/2015	Limited Liability Company: DELAWARE
Precision Dermatology, Inc.		05/18/2015	Corporation: DELAWARE
Valeant Pharmaceuticals Ireland		05/18/2015	Corporation: IRELAND
Valeant Pharmaceuticals Luxembourg S.a.r.l.		05/18/2015	a societe a responsabilite limitee organized and existing under the laws of Luxembourg: LUXEMBOURG
Valeant International Bermuda		05/18/2015	Corporation: BERMUDA
Coria Laboratories, Ltd.		05/18/2015	Limited Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Encore Dermatology, Inc.		
Street Address:	5 Great Valley Parkway		
Internal Address:	Suite 200		
City:	Malvern		
State/Country:	PENNSYLVANIA		
Postal Code:	19355		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3525859	TETRIX	
Registration Number:	3786119	BENZEFOAM	
Registration Number:	4003813	BENZEFOAM ULTRA	
Registration Number:	4039521	BENZEFOAM ULTRA SHORT CONTACT FOAM	
Registration Number:	3713111	HYLATOPIC	
Registration Number:	3999238	HYLATOPIC PLUS	
Registration Number:	3994954	HYLATOPICPLUS EMOLLIENT FOAM	
CORRESPONDENCE DATA			

OP \$190.00 3525859

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 513-241-2324

Email: lkrafte@whe-law.com

Correspondent Name: Lori Krafte, Wood Herron & Evans LLP

Address Line 1: 441 Vine Street

Address Line 2: 2700 Carew Tower

Address Line 4: Cincinnati, OHIO 45202

NAME OF SUBMITTER:	Lori Krafte
SIGNATURE:	/Lori Krafte/
DATE SIGNED:	07/05/2016

Total Attachments: 10

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "**Assignment**"), is made as of May 18, 2015 (the "**Effective Date**"), by and among Valeant Pharmaceuticals North America LLC, a limited liability company organized and existing under the laws of the state of Delaware, PreCision Dermatology, Inc., a corporation organized and existing under the laws of the state of Delaware, Valeant Pharmaceuticals Ireland, a corporation organized and existing under the laws of Ireland, Valeant Pharmaceuticals Luxembourg S.a r.l., a société à responsabilité limitée organized and existing under the laws of Luxembourg, Valeant International Bermuda, a corporation organized and existing under the laws of Bermuda, and Coria Laboratories, Ltd., a corporation organized and existing under the laws of the state of Delaware (each of the foregoing, an "**Assignor**" and, collectively, the "**Assignors**"), and Encore Dermatology, Inc., a corporation duly organized and existing under the laws of the State of Delaware ("**Assignee**").

WHEREAS, the Assignors and Assignee have entered into that certain Asset Purchase Agreement, dated as of April 9, 2015, as amended by Amendment No. 1 to the Asset Purchase Agreement dated as of May 8, 2015 (collectively, the "**Purchase Agreement**"), pursuant to which each Assignor agreed to sell, convey, assign, transfer and deliver to Assignee all of its rights, title and interest into and to the Acquired Intellectual Property Rights, as set forth on Schedule A hereto; and

WHEREAS, this Agreement is being entered into in connection with the Closing of the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, including the premises and covenants set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Capitalized terms not otherwise defined herein have their respective meanings set forth in the Purchase Agreement.
2. Effective as of the Closing, subject to the terms and limitations set forth in the Purchase Agreement, each Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, and Assignee hereby purchases and accepts from each Assignor, all of such Assignor's right, title and interest in the Territory in and to the Acquired Intellectual Property Rights, together with all goodwill connected with the use thereof and symbolized thereby, including, without limitation, all rights to (i) enforce, and bring actions for all past, present and future infringement or violation of the Acquired Intellectual Property Rights, seek damages, profits, injunctive relief, costs, and other remedies on account thereof, and to settle, and collect and retain the proceeds therefrom, (ii) collect royalties and other payments under or on account of any of the Acquired Intellectual Property Rights, and (iii) apply for, file, register, maintain, extend, or renew same, and seek protection therefor, and to transfer same and grant licenses and other rights with respect thereto.

3. Each Assignor and Assignee hereby agree to execute such other documents and perform such further acts as may be reasonably required or advisable to carry out the provisions hereof and the transactions contemplated hereby.

4. Nothing in this Agreement, express or implied, is intended to or shall be construed to modify, expand, supersede or limit in any way the terms, conditions or obligations set forth in the Purchase Agreement. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall control and govern.


5. This Assignment and all actions confirmed hereby shall be governed, construed and interpreted in accordance with the terms and conditions of the Purchase Agreement and the laws of the state of New York, without giving effect to the principles of conflicts of law thereof.

6. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

(Signature Page Follows)


IN WITNESS WHEREOF, this Assignment has been executed and delivered by the authorized officers of Assignor and Assignee as of the date first above written.

**VALEANT PHARMACEUTICALS NORTH
AMERICA LLC**

By: 
Name: Howard Schiller
Title: EVP, CFO

PRECISION DERMATOLOGY, INC.



By: 
Name: Howard Schiller
Title: EVP, CFO

VALEANT PHARMACEUTICALS IRELAND

By: _____
Name: _____
Title: _____

**VALEANT PHARMACEUTICALS
LUXEMBOURG S.A R.L.**

By: _____
Name: _____
Title: _____

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, this Assignment has been executed and delivered by the authorized officers of Assignor and Assignee as of the date first above written.

**VALEANT PHARMACEUTICALS NORTH
AMERICA LLC**

By: _____
Name: _____
Title: _____

PRECISION DERMATOLOGY, INC.

By: _____
Name: _____
Title: _____

VALEANT PHARMACEUTICALS IRELAND

By: 
Name: Anthony Mazzucco
Title: Director

**VALEANT PHARMACEUTICALS
LUXEMBOURG S.A R.L.**

By: _____
Name: _____
Title: _____

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, this Assignment has been executed and delivered by the authorized officers of Assignor and Assignee as of the date first above written.

**VALEANT PHARMACEUTICALS NORTH
AMERICA LLC**

By: _____
Name: _____
Title: _____



PRECISION DERMATOLOGY, INC.

By: _____
Name: _____
Title: _____

VALEANT PHARMACEUTICALS IRELAND

By: _____
Name: _____
Title: _____

**VALEANT PHARMACEUTICALS
LUXEMBOURG S.A R.L.**

By:		
Name:	Giuseppe Di Modica	Michael KENNAN
Title:	Manager	Manager

[Signature Page to Intellectual Property Assignment Agreement]

VALEANT INTERNATIONAL BERMUDA

By: 
Name: Graham McKinnon
Title: Director

CORIA LABORATORIES, LTD.

By: _____
Name: _____
Title: _____

ENCORE DERMATOLOGY, INC.

By: _____
Name: _____
Title: _____


[Signature Page to Intellectual Property Assignment Agreement]

VALEANT INTERNATIONAL BERMUDA

By: _____
Name:
Title:

CORIA LABORATORIES, LTD.




By: 
Name: Howard Schiller
Title: EVP, CFO

ENCORE DERMATOLOGY, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, this Assignment has been executed and delivered by the authorized officers of each Assignor and Assignee as of the date first above written.

ENCORE DERMATOLOGY, INC.

By: 
Name: Robert J Moccia
Title: President + CEO

Schedule A

Acquired Intellectual Property Rights

Patents

Title	Country	Filing Date	Filing number	Registration Date	Registration Number
Foamable Benzoyl Peroxide Composition for Topical Administration	USA	January 27, 2014	14/164,832	N/A	N/A
Emolient Foams for Treatment of Dermatoses	USA	February 26, 2010	12/713,379	N/A	N/A

Trademarks

Trademark	Country	Filing Date	Filing number	Registration Date	Registration Number
TETRIX	USA	April 6, 2006	78856102	October 28, 2008	3525859
BENZEFOAM	USA	June 15, 2009	77759789	May 4, 2010	3786119
BENZEFOAM ULTRA	USA	July 27, 2010	85093726	July 26, 2011	4003813
BENZEFOAM ULTRA SHORT CONTACT FOAM	USA	July 27, 2010	85093727	October 11, 2011	4039521
HYLATOPIC	USA	September 15, 2008	77570170	November 17, 2009	3713111
HYLATOPIC PLUS	USA	April 7, 2010	85008003	July 19, 2011	3999238
HYLATOPICPLUS EMOLLIENT FOAM	USA	May 11, 2010	85034933	July 12, 2011	3994954

Domain Names

Domain Name	Registrar	Expiration Date
benzefoam.com	EasyDNS	June 15, 2015
mybenzefoam.com	MarkMonitor	January 5, 2017
benzefoamultra.com	EasyDNS	September 27, 2015
hylatopic.com	MarkMonitor	June 29, 2017
hylatopiccoupon.com	MarkMonitor	January 23, 2017
hylatopicplus.com	MarkMonitor	September 27, 2017
tetrixcream.com	MarkMonitor	May 30, 2015
tetrixforhands.com	MarkMonitor	May 30, 2015
tetrixrx.com	MarkMonitor	May 30, 2015